

1 BILL NO. S-87-07-28

2 SPECIAL ORDINANCE NO. S-206-87

3 AN ORDINANCE approving the Contract
4 for Res. 430-86, Edgewater Avenue
5 Sewer Project, between Kreager
6 Brothers Excavating, Inc. and the
City of Fort Wayne, Indiana, in
connection with the Board of Public
Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. 430-86, Edgewater
10 Avenue Sewer Project, by and between Kreager Brothers Excavating,
11 Inc. and the City of Fort Wayne, Indiana, in connection with
12 the Board of Public Works and Safety, for:

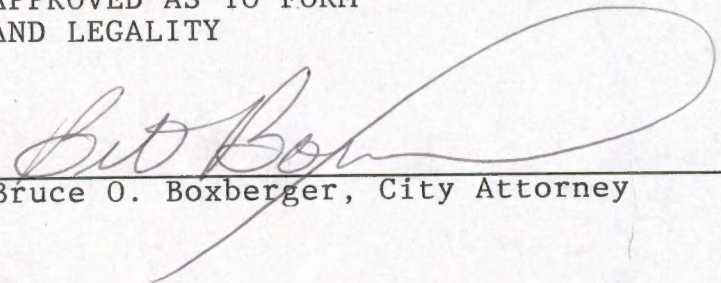
13 STORM SEWER: Beginning at a pro-
14 posed sewer located approximately
25+ L.F. south of and 12+ L.F.
15 west of the centerline intersection
of Edgewater Avenue and Morton
16 Street; thence westerly along and
parallel with the south right-of-
17 way line of Edgewater Avenue a
distance of 1,380+ L.F. to a pro-
18 posed manhole approximately 60+
L.F. east of and 10+ south of the
19 intersection of Edgewater Avenue
and Tecumseh Street. Said sewer
20 shall be 48" in diameter;

21 the Contract price is Three Hundred Ninety-Three Thousand Eight
22 Hundred and No/100 Dollars (\$393.800.00), all as more particularly
23 set forth in said Contract, which is on file in the Office of
24 the Board of Public Works and Safety and, is by reference incorporated
25 herein, made a part hereof, and is hereby in all things ratified,
26 confirmed and approved. Two (2) copies of said Contract are
27 on file with the Office of the City Clerk and made available
28 for public inspection, according to law.

29 SECTION 2. That this Ordinance shall be in full force
30 and effect from and after its passage and any and all necessary
31 approval by the Mayor.

32 
Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Quinn
seconded by Salerno, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the Ci:
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Way:
Indiana, on _____, the _____ day of _____
19____, at _____ o'clock _____ .M., E.

DATE: 7-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Quinn
seconded by Quinn, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 7-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXTATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-206-87
on the 28th day of July, 19 87,

ATTEST:

Sandra E. Kennedy

(SEAL)

William P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of July, 19 87,
at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of July,
19 87, at the hour of 11:00 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

NOTICE OF AWARD

TO: Kreager Brothers
P. O. Box 365 S.R. #5
Cromwell, IN 46732

PROJECT DESCRIPTION Res. 430-86 - Edgewater Avenue Sewer Project

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated _____

You are hereby notified that your BID has been accepted for items in the amount of \$ 393,800.00.

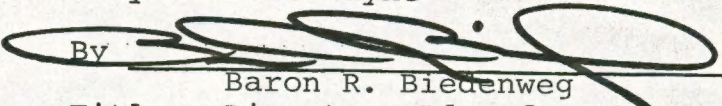
You are required to furnish Contractor's Performance and Guaranty Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights, as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 8th day of July, 1987.

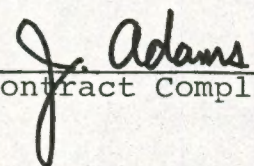
OWNER
City of Fort Wayne

By 
Baron R. Biedenweg
Title Director, Bd. of Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD
is hereby acknowledged by

Title _____


Contract Compliance

[illegible]

SUMMATION OF AA/EEO STATEMENT

I will be (circle one)

1. Participating Member of CFW Area Plan
2. Union Contractor
3. Federal Register
4. Percentage Participation Goal Statement

Total Construction Cost

393,800	00
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TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, KREAGER BROTHERS EXCAVATING, INC. as principal
and UNITED STATES FIDELITY AND GUARANTY COMPANY
and _____ as sureties,
are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum
of Five Per Cent (5%) of Maximum Bid DOLLARS (\$ _____),

to be paid to the said City of Fort Wayne, Indiana, or its successors or
assigns, for the payment of which, well and truly made, we hereby bind our-
selves, our heirs, successors, executors and administrators, jointly and
severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana, this 1st
day of July, 19 87.

The condition of this obligation is such that if the accompanying bid or
proposal of Edgewater Avenue Sewer, Project #430-86

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the
contract awarded to the above bidder, and the bidder shall, within ten (10) days
after such award is made, enter into a contract with the City of Fort Wayne,
State of Indiana, for the work bid upon, and give bond as required; then this
obligation shall be null and void; otherwise, it shall remain in full force and
effect.

SIGNED at Fort Wayne, Indiana
this 1st day of July, 19 87.

KREAGER BROTHERS EXCAVATING, INC.

BY: _____

Principal

UNITED STATES FIDELITY & GUARANTY

YASTE, ZENT & RYE AGENCY, INC.

* _____

Surety

Attorney-in-Fact

*If signed by an agent appropriate power
of attorney shall be attached

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana,
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL)

(Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sgt.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

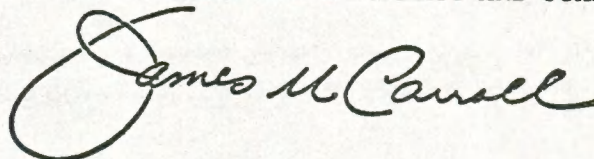
I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on July 1, 1987.

(Date)



.....
Assistant Secretary.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____ authorized _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Contract#430-86

Kreager Bros. Excavating, Inc.

George Kreager President

Jacob E. Kreager Sec./Treasurer

Subscribed and sworn to before me by Kreager Bros. Excavating, Inc.
this 30th day of June, 198 7.

My Commission Expires:

5/26/90

D. Kelley Sullivan
Notary Public
Resident of Noble County

Subscribed and sworn to before me by _____
this _____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed _____ and _____ sworn _____ to _____ before _____ me
by _____ this _____ day of _____,
198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

Edgewater Avenue Sewer, Resolution No. 430-86

All work will be performed in accordance with: Resolution # 430-86 the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 90 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

- ☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 90 days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$_____ per day for each and everyday after ___ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 2/85

S-1

BOW/Non-Fed.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____, 198__.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 30 day of June, 1987.

Kreager Bros. Excavating, Inc.

Name of Corporation

By: George Kreager
President

ATTEST:

Jacob E. Kreager Sec. Treas.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement
- (c) WBE/MBE Commitment
- (d) Minority/Female Hourly Employment Requirements
- (e) Apartheid Policy (Vendor's Certificate)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Oxendine Trucking	814 E Jefferson	Trucking & Material
2.	Ft. Wayne, IN	
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. J&R Trucking	2207 W. Cook Rd	Trucking
2.	Fort Wayne, IN 46818	
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Kreager Bros. Excavating

Contractor _____

By Jacob E. Kreager

By _____

Its Secretary-Treasurer

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor KREAGER BROS EXCAVATING, INC.

By Jacob E. Kreager

Its Secretary-Treasurer

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

BID TAB

DATE: JULY 2, 1987

PROJ: EDGEWATER AVENUE SEWER

RES. NO: 430-86

BIDDER:

KREAGER BROS.

BIDDER:

JOHN DEHNER, INC.

BIDDER:

BERCOT, INC.

BIDDER:

LAND, INC.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1A	48-INCH R.C.P. CLASS III	670	LF		0.00	206.58	138408.60	209.00	140030.00	211.55	141738.50	454.80	304716.00
1B	48-INCH R.C.P. CLASS IV	710	LF		0.00	223.26	158514.60	224.25	159217.50	217.55	154460.50	464.80	330008.00
2	MANHOLES	6	EA		0.00	2967.00	17802.00	4497.25	26983.50	7283.00	43698.00	2500.00	15000.00
3	SPECIAL BACKFILL NO. 53 OR NO. 73	2300	CY		0.00	12.50	28750.00	11.88	27324.00	21.00	48300.00	5.00	11500.00
4A	12-INCH ASPHALTIC CONCRETE BASE	800	SY		0.00	23.75	19000.00	32.00	25600.00	21.00	16800.00	12.50	10000.00
4B	12-INCH ASPHALTIC CONCRETE WEARING SURFACE	4700	SY		0.00	4.26	20022.00	3.05	14335.00	4.75	22325.00	2.65	12455.00
5	SPECIAL MANHOLE	1	LS		0.00	11302.80	11302.80	13000.00	13000.00	60000.00	60000.00	6800.00	6800.00
TOTAL:					\$490,000.00	TOTAL:	\$393,800.00	TOTAL:	\$406,490.00	TOTAL:	\$487,322.00	TOTAL:	\$690,479.00

% over 0.00%
% under 19.63%

% over 0.00%
% under 17.04%

% over 0.00%
% under 0.55%

% over 29.03%
% under 0.00%

SEWER IMPROVEMENT RESOLUTION 430-1986
EDGEWATER AVENUE SEWER IMPROVEMENT

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, State of Indiana, that the construction of a main sewer from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the Northeast Quarter ($\frac{1}{4}$) of Section 1, Township 30 North, Range 12 East, in Allen County, Indiana.

STORM SEWER:

Beginning at a proposed sewer located approximately 25± L.F. south of and 12± L.F. west of the centerline intersection of Edgewater Avenue and Morton Street; thence westerly along and parallel with the south right-of-way line of Edgewater Avenue a distance of 1,380± L.F. to a proposed manhole approximately 60± L.F. east of and 10± L.F. south of the intersection of Edgewater Avenue and Tecumseh Street.

Said sewer shall be 48" in diameter.

Total cost of said storm sewer improvement project shall be paid for by funds from the City of Fort Wayne Sewer Bond.

The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 27th day of May, 1987.

BOARD OF PUBLIC WORKS & SAFETY

By: 

Baron R. Biedenweg, Director

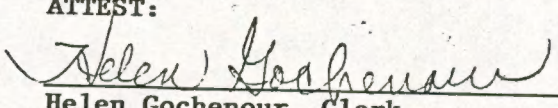
By: 

Cosette R. Simon, Director

By: _____

Lawrence D. Consalvos, Director

ATTEST:


Helen Gochenour, Clerk

TITLE OF ORDINANCE Contract for Res. 430-86, Edgewater Avenue Sewer ProjectDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The contract for Res. 430-86, Edgewater Avenue Sewer Project, is for the following: STORM SEWER: Beginning at a proposed sewer located approximately 25+ L.F. south of and 12+ L.F. west of the centerline intersection of Edgewater Avenue and Morton Street; thence westerly along and parallel with the south right-of-way line of Edgewater Ave. a distance of 1,380+ L.F. to a proposed manhole approximately 60+ L.F. east of and 10+ L.F. L.F. south of the intersection of Edgewater Avenue and Tecumseh Street. Said sewer shall be 48" in diameter. Kreager Brothers Excavating is the Contractor.

87-07-28EFFECT OF PASSAGE Improved sewer conditions at above location

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$393,800.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-07-28

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for
Res. 430-86, Edgewater Avenue Sewer Project, between Kreager Brothers
Excavating, Inc., and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Charles B. Redd CHARLES B. REDD
CHAIRMAN

Paul M. Burns PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry THOMAS C. HENRY

Ben A. Eisbart BEN A. EISBART

Samuel J. Talarico SAMUEL J. TALARICO

CONCURRED IN 7-28-87

SANDRA E. KENNEDY
CITY CLERK